

**COCHIN PORT TRUST**



**TENDER FOR SUPPLY OF ONE No. 14 SEATER PASSENGER VEHICLE WITH DRIVER & FUEL, 24 HOURS OPERATION ON HIRE BASIS FOR TWO YEARS EXTENDABLE BY ONE YEAR FOR THE USE OF CISF PERSONNEL DEPLOYED AT PUTHUVYPEEN –LNG AREA**

**BID DOCUMENT**

**No. D/T-14/14 Seater Passenger Vehicle/2020 Dated 22/10/2020**

**Issued by:**

Chief Mechanical Engineer,  
Cochin Port Trust,  
Willingdon Island,  
Kerala, India.

Pin : 682 009.

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**October -2020**

## COCHIN PORT TRUST

### TENDER FOR SUPPLY OF ONE 14 SEATER PASSENGER VEHICLE WITH DRIVER & FUEL, 24 HOURS OPERATION ON HIRE BASIS FOR TWO YEARS EXTENDABLE BY ONE YEAR FOR THE USE OF CISF PERSONNEL DEPLOYED AT PUTHUVYPEEN –LNG AREA

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**COCHIN PORT TRUST**  
**MECHANICAL ENGINEERING DEPARTMENT**  
**COCHIN-682009, KERALA, INDIA**  
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**Fax: 0484-2666639**

**No. D/T-14/14 Seater Passenger Vehicle/2020**

**Dated: 22/10/2020**

**NOTICE INVITING TENDER**

1. Electronic Tenders (**e-tenders**) in Single Stage Two bid (Technical & Financial bid) System are invited by the Chief Mechanical Engineer Cochin Port Trust, Willingdon Island, Cochin-682 009, e-mail: **cme@cochinport.gov.in** from reputed firms meeting the Minimum Qualification Criteria specified below for **“SUPPLY OF ONE 14 SEATER PASSENGER VEHICLE WITH DRIVER & FUEL, 24 HOURS OPERATION ON HIRE BASIS FOR TWO YEARS EXTENDABLE BY ONE YEAR FOR THE USE OF CISF PERSONNEL DEPLOYED AT PUTHUVYPEEN –LNG AREA”**
2. Bid documents can be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in the Table below by making online requisition. Bid document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as Central Public Procurement portal, [eprocure.gov.in](http://eprocure.gov.in) in which can be downloaded for submission. The cost of bid document/Tender processing fee shall be furnished along with the submission of bid as described at Bid Information below.
3. Schedule of different activities till submission of the bid are detailed as under:

| <b>Sl. No.</b> | <b>Particulars</b>                                              | <b>Date and Time</b>                                            |
|----------------|-----------------------------------------------------------------|-----------------------------------------------------------------|
| 1.             | Tender e- publication date                                      | <b>22.10.2020</b>                                               |
| 2.             | Download period of Bid Documents                                | <b>From 10:00hrs. on 23.10.2020 upto 14:30hrs on 12.11.2020</b> |
| 3.             | Last date for seeking clarification                             | <b>31.10.2020</b>                                               |
| 4.             | Last date of uploading of Clarifications/ Addendum/ Corrigendum | <b>11:00 Hrs. on 03.11.2020</b>                                 |
| 5.             | Last date and time of submission of bid                         | <b>14:30 hours on 12.11.2020</b>                                |
| 6.             | Date and time of opening the Technical bid                      | <b>15:00 hours on 12.11.2020</b>                                |

4. **Tender Details.**

**a. General Information:**

| Sl. No | Item                                                                       | Details                                                                                                                                                                                                                    |
|--------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <b>Tender No. D/T-14/14 Seater Passenger Vehicle/2020 Dated 22/10/2020</b> |                                                                                                                                                                                                                            |
| 1      | Name of the work                                                           | <b>TENDER FOR SUPPLY OF ONE 14 SEATER PASSENGER VEHICLE WITH DRIVER &amp; FUEL, 24 HOURS OPERATION ON HIRE BASIS FOR TWO YEARS EXTENDEBLE FOR ONE YEAR FOR THE USE OF CISF PERSONNEL DEPLOYED AT PUTHUVYPEEN –LNG AREA</b> |
| 2      | Employer                                                                   | <b>Cochin Port Trust</b>                                                                                                                                                                                                   |
| 3      | Employer's Representative                                                  | <b>Chief Mechanical Engineer</b>                                                                                                                                                                                           |
| 4      | Executing authority                                                        | <b>Chief Mechanical Engineer, Cochin Port Trust</b>                                                                                                                                                                        |

**b. Bid Information :**

| Sl. No. | Item                                                                                                            | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Estimated Amount put to Tender                                                                                  | <b>Rs. 22,89,600/-</b> (For Two Years)                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2       | <u>Cost of Bid document /Tender processing fee.</u><br><br><b>Rs.2,100/-</b> (including 5% GST (Non-refundable) | EMD/Bid security may be furnished in the form of Account payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the commercial Bank or payment online.<br><br>Online payments may be made as follows.<br>To be remitted to Cochin Port Trust, through State Bank<br>Collect/ NEFT/RTGS. The Bank details are given below:<br><u>a</u> .SB Collect:<br><a href="http://www.onlinesbi.com/icollecthome">www.onlinesbi.com/icollecthome</a> |
| 3       | <u>Earnest Money Deposit</u><br><br><b>Rs.46,000/-</b> (Rupees Forty six thousand only)                         | <u>b</u> .NEFT/RTGS:<br>Cochin Port Trust,<br>State Bank of India,<br>Cochin Port Trust Branch,<br>Beneficiary<br>Cochin Port Trust<br>A/c No.10601197375, IFSC Code<br>SBIN0006367                                                                                                                                                                                                                                                                                       |
| 3       | Bid Validity period                                                                                             | 90 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4       | Mode of payment                                                                                                 | In Indian Rupee only                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5       | Language of Contract                                                                                            | English                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## 5. Minimum Qualification Criteria

Bids of only those parties who satisfy the Minimum Eligibility Criteria given below will be considered for detailed evaluation:

(i) The Bidder should own or have on lease two commercially registered passenger vehicle (newly registered on or after 01/01/2018). Copies of ownership, lease holding of vehicles along with copies of certificate of registration, Certificate of fitness, certificate of Insurance and valid permit should be produced along with the tender document.

(ii) The bidder should have experience of having successfully completed similar works during the last 7 years ending on 30-09-2020. Experience may be as per any of the following conditions given below:-

- (i) Experience in three similar works each costing not less than Rs.4,58,000/-
- (ii) Experience in two similar works each costing not less than Rs.5,72,500/-
- (iii) Experience in one similar work costing not less than Rs.9,16,000/-

Copies of work orders and satisfactory performance certificate (at least for one year) issued by the client should be furnished along with the tender.

(iii) The annual average turnover during last three years ending 31.03.2019 duly certified by a Chartered accountant should be 30 % of the total estimate for one year i.e, Rs. 3,43,440/-

6. The bidders need to obtain the one time User ID & password for log-in to e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) from the service provider **KEONICS** by paying registration amount of Rs.1180/- including GST, by online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore.
7. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature **please contact e-Tender Help Desk No. 080 – 40482000 / 9746118529.**
8. Bids shall be submitted “**on line**” strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the Bid document. The bidders should submit scanned copy of all the required documents such as proof of experience, financial details, etc. through the e-tendering portal. [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)
9. The bidder is responsible to download Addendums/ Amendments/ Errata/ Replies to the queries of the bidder etc., if any, issued by the Employer, and submit the same duly signed on submission of the bid. Incomplete bid documents may be rejected.
10. All bids are to be submitted online on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). Bids shall be received only “**on line**” on or before 12.11.2020 up to 14.30 hrs.

11. Cochin Port Trust will not be held responsible for any technical snag or net work failure during online bidding. It is the bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Trust shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
12. Tenderers must not have been debarred from Cochin Port Trust or any Government /Semi-Government and reputed organizations.
13. Cochin Port Trust reserves the right to reject any or all the bids without assigning any reasons thereof and shall also not be bound to accept the lowest bid.

**Sd/-**

CHIEF MECHANICAL ENGINEER

Telefax: 91 0484 2666639

Email : [cme@cochinport.gov.in](mailto:cme@cochinport.gov.in)

: [dcmecpt@gmail.com](mailto:dcmecpt@gmail.com)

## **COCHIN PORT TRUST**

**TENDER FOR SUPPLY OF ONE NUMBER 14 SEATER PASSENGER VEHICLE WITH DRIVER & FUEL, 24 HOURS OPERATION ON HIRE BASIS FOR TWO YEARS EXTENDABLE BY ONE YEAR FOR THE USE OF CISF PERSONNEL DEPLOYED AT PUTHUVYPEEN –LNG AREA**

### **2 - INSTRUCTIONS TO TENDERERS**

2.1. The tender documents should be submitted as two separate files in the e-tender Portal.

**one file consisting of following documents:**

- a. EMD for Rs.46,000/- Payment details.
- b. Cost of tender documents Rs.2,100/- including 5% GST –payment details
- c. Copy of the tender documents duly signed.
- d. Details of past performance with supporting documents.
- e. Copy of partnership deed or proprietorship deed or Memorandum and Article of Association as the case may be.
- f. Tenderer shall furnish documentary evidence in support of Goods and Service Tax (GST) Registration.

**The second file consists of Price bid BOQ which is to be submitted on line only in the e-tender portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT)**

EMD/Bid security may be furnished in the form of Account payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the commercial Bank or payment online in an acceptable form safeguarding the purchaser's interest in all respect.

EMD and Tender Fee may be remitted to Cochin Port Trust, through State Bank Collect/ NEFT/RTGS. The Bank details are given below: After making payments of EMD and tender fees through any of these modes, tenderer may upload the EMD/tender fee remittance particulars ie. INB Reference No. UTR No./ receipt etc. along with the tender

a. **SB Collect: [www.onlinesbi.com/icollecthome](http://www.onlinesbi.com/icollecthome)**

b. **NEFT/RTGS: ,Cochin Port Trust, State Bank of India, Cochin Port Trust  
Branch,Beneficiary-Cochin Port Trust ,A/c No.10601197375, IFSC Code –  
SBIN0006367**

2.2. Price Bid should not be submitted as hard copy under any circumstances.

2.3. The tenderers are required to submit the bid in **'e-tender' mode only** on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) before the due date and time fixed for opening of the bid.

2.4. Cochin Port Trust shall not provide any forms for getting any exemptions from Payment of duties and taxes.

2.5. Tenderer should note the following conditions carefully and comply with same before and while submitting the tender. In case the conditions are not complied with, the tender is liable for rejection.

(a) **EMD**

- i. The tenders, which are submitted without EMD, will be considered as non-responsive and hence, liable for rejection
- ii. The EMD of unsuccessful tenderers shall be returned on award of contract to successful bidder
- iii. The EMD of successful tender will be refunded on submission of Security Deposit by way of Bank Guarantee.
- iv. No interest will be allowed on the EMD from the date of its receipt until it is so refunded.

(b) **EMD shall be forfeited in the following cases:-**

- i. In the event of tenderer withdrawing/modifying his tender before the expiry of tender validity of 90 days from the date of submission & opening.

OR

- ii. Failing to enter into an agreement with the Port upon award of contract as required in the tender within 30 days on receipt of Letter of Acceptance, the tender shall be liable to be cancelled and EMD shall be forfeited.

2.6. **AMENDMENT TO TENDER DOCUMENT.**

- i. At least one week (7 days), prior to the date of submission of bid, Cochin Port Trust may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the tender documents by amendments.
- ii. The amendments /corrigendum will be published only in the Cochin Port website, [www.cohinport.gov.in](http://www.cohinport.gov.in), [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT), Central Public Procurement Portal, [eprocurement.gov.in](http://eprocurement.gov.in). No individual correspondence will be sent to the bidders.

2.7. **Opening of Tenders:**

- i. Tender will be opened at 15:00 hrs on 12.11.2020 in the e-tender portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.
- ii. To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent e-mail, but no change in price or substance of the tender shall be sought, offered or permitted.



## 2.8. Determination of Responsiveness:

The tender which does not satisfy the Minimum qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation.

2.9. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.

2.10. Evaluation and comparison of tenders:

Only such tenders, as determined to be substantially responsive to the requirements of the Tender documents will be evaluated. Other non-responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding.

2.11. Acceptance of Tender: Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

2.12. Language of the tender: The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Trust shall be in **English language**

## 2.13. AWARD OF CONTRACT

Cochin Port Trust shall award contract to the bidder whose offer is found technically and commercially acceptable and financially the lowest excluding GST.

## 2.14. SECURITY DEPOSIT

The successful bidder shall furnish a Security Deposit for 10% of the whole contract value of which 5% will be in the form of Bank Guarantee from the Nationalized/Scheduled Banks having Branches in Cochin and the remaining 5% will be deducted from the running account bills.

The security Deposit shall be refunded to the successful tenderers on expiry of the contract period after recovery of any damages or losses caused to the Port without any interest.

### **Security deposit will be forfeited**

a. In the event of tenderer violating any of the tender conditions.

OR

b. In the event of non supply of vehicle, non availability of driver/vehicle etc.

GST at applicable rate will be charged on penalty and recoveries from Security deposit as per rules.

2.15. AGREEMENT

The successful bidder shall be required to execute an agreement as per the format provided at His expense on Kerala Govt. stamp paper of value Rs.200/- for the due and proper fulfillment of the contract.

2.16. VALIDITY OF TENDER

This tender shall remain valid for 90 days after the date of opening of technical bids.

2.17. **Mode of payment** : Payment will be made on the basis of rate quoted by the bidder as per the Schedule- I.

2.18. The payment will be made within 30 days from the date of submission of the invoice/bills along with the copy of logbook. The Cochin Port Trust can also arrange e- payment, for which the contractor is required to furnish the bank account and other relevant details separately.

2.19. The kilometer reading of the vehicle should be recorded in a register placed at the designated office at Cochin Port Trust on reporting for/departing after duty on every day.

2.20. The Contractor shall be registered under EPF and ESI Act and the employees employed under them /him shall be covered in the EPF and ESI Scheme and shall furnish the copy of the EPF and ESI registration along with the tender .

2.21. 2.21 Tender may be submitted for assured usage of upto 4000Kms in a month and 24 hours per day beyond that usage, rate/Km as mentioned in the Schedule B will be paid.

(Tenderer)

Date :

(Signature with seal)

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### **TENDER FOR SUPPLY OF ONE NUMBER 14 SEATER PASSENGER VEHICLE WITH DRIVER & FUEL, 24 HOURS OPERATION ON HIRE BASIS FOR TWO YEARS EXTENDABLE BY ONE YEAR FOR THE USE OF CISF PERSONNEL DEPLOYED AT PUTHUVYPEEN –LNG AREA**

#### **3- GENERAL CONDITIONS OF CONTRACT**

##### **3.1. PAYMENT TERMS**

The bills shall be submitted in duplicate to the Authority specified in the contract along with duty slips duly signed by the user .

- (a). The price quoted in the BOQ shall be exclusive of GST .
- (b). The tenderer shall furnish documentary evidence in support of Goods & Service Tax (GST) Registration.
- (c) Tax Deduction : Deduction of Income Tax or other applicable Taxes shall be made from any amount payable to the contractor as per the relevant provisions of the Income Tax Act or other Acts as prevalent at the time of releasing payment.
- (d) GST for the work will be paid extra by the Port. The GST applicable as per law can be billed on the Port Trust, which will be paid to the Contractor by the Board along with the bills, for which the Contractor holds valid GST Registration number and the GST is being collected. The following are also to be considered while claiming payment towards GST:
  - i. Invoice in specific format should be provided by the Contractor for every payment.
  - ii. GST Registration Number of Cochin Port Trust and the Contractor is to be clearly mentioned with all the bills.
  - iii. Invoice should be attached along with the running bills.
  - iv. The Contractor shall comply all the GST regulations, viz.; timely uploading of invoices and issue of debit/ credit notes.
- (e). Deduction towards statutory taxes as per the rules, prevailing in force at the time of payment of bills shall be made while releasing the bill amount.

##### **3.2. TERMINATION OF CONTRACT**

- 3.2.1 Cochin Port Trust may without prejudice to any other remedy for breach of contract may terminate the contract.

- (a).if the contractor fails to supply vehicles within the period(s) specified in the contract or any extension thereof granted by Cochin Port Trust.
  - (b) .If the contractor fails to perform any other obligation (s) under the contract.
  - (c) The Cochin Port Trust may terminate this agreement without assigning any reasons, at any time upon providing 45 days written notice to the contractor
- 3.2.2 Cochin Port Trust may, without prejudice to other rights under the law or contract provided, get the hiring of vehicle done at the risk and cost of the contractor, if the contract is terminated for the fault of the contractor.
- 3.2.3 The Security Deposit will be forfeited on termination of contract on the default of the contractor.

### **3.3 TERMINATION FOR INSOLVENCY**

Cochin Port Trust may also by giving written notice and without compensation to the contractor terminate the contract, if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

### **3.4. Force Majeure**

- 3.4.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of CoPT as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

### **3.5. PERIOD OF CONTRACT**

The period of contract for hiring of vehicles will be for a period of two years from the date of commencement extendable by a further period of one year at the direction of Cochin Port Trust.

### **3.6 DELIVERY PERIOD:-**

The vehicle shall be delivered within 15 days from the date of receipt of Letter of Acceptance from Cochin Port Trust.

### **3.7 LOG BOOK**

Daily log book shall be maintained showing usage of vehicle and every entry should be got signed by the officer concerned.

3.8 AVAILABILITY

Even though the vehicle is hired for normal daily usage, the tenderer should ensure that the vehicle and driver are made available as per requirement, including Holidays.

- 3.9 In case the vehicle/driver has not reported for duty/is not available or is under repairs, it is the responsibility of the contractor to provide alternate arrangements for vehicle/driver, for attending duty at Cochin Port Trust. The alternate vehicle should meet with the specifications applicable as per the tender.

3.10 PENALTY

In case the alternate vehicle is not made available at any time, due to any reason, Cochin Port Trust will make its own arrangement and recover the cost or charges per day/hour on pro-rata basis from the tenderer. In addition, as genuine pre estimate of loss that may occur to CoPT on account of non availability of vehicle, an amount of Rs.500/-per day/vehicle will be imposed.

- 3.11 The contractor shall keep the Insurance and permit of the vehicles valid throughout the period of contract. All expenses for the vehicle, including repair charges, road tax, insurance, salary to the driver, etc., come under the purview and responsibility of the contractor.
- 3.12. Toll charges, parking charges, etc, will be paid by Cochin Port Trust on production of original receipts along with the bills duly certified by the officer travelling in the vehicle.
- 3.13 The successful tenderer shall indemnify the CoPT in case of any claim whatsoever.
- 3.14. The driver of the vehicle should be provided with clean and white uniform.

Date:

(Tenderer,

Signature with seal)

## ANNEXURE-II

### DETAILS OF VEHICLES OWNED/ON LEASE BY THE TENDERER

| Sl.No. | Description of Vehicle<br>(Make & Model) | Reg.No. | Year of Manufacture<br>(Attach copy of RC Book) | Run Kms. | Nature of ownership<br>Own/lease |
|--------|------------------------------------------|---------|-------------------------------------------------|----------|----------------------------------|
|        |                                          |         |                                                 |          |                                  |

Yours faithfully,

Signature :

Name & Designation :

.

ANNEXURE-III

**PROFORMA OF UNDERTAKING– REGARDING ILLEGAL METHODS FOR  
INFLUENCING TENDER PROCESS**

To

The Chief Mechanical Engineer,

Cochin Port Trust,

Cochin 682009.

Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. D/T-14/14 Seater passenger vehicle/2020 **dated** 22.10.2020 so as to influence the Tender process and have not committed any offence under the PC Act in connection with the Tender.

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-IV

**PROFORMA OF UNDERTAKING - REGARDING DISCLOSURE OF PAYMENT  
MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES (AGENTS, ETC.)  
IN CONNECTION WITH THE TENDER**

To

The Chief Mechanical Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the  
Tender No. D/T-14/14 Seater passenger vehicle/2020 dated 22.10.2020.

1. \_Rs.\_\_\_\_\_ to Mr./Ms./Messrs \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(Name and Address)

2. \_Rs.\_\_\_\_\_ to Mr./Ms./Messrs \_\_\_\_\_  
\_\_\_\_\_(Name and  
Address)

3. \_Rs.\_\_\_\_\_ to Mr./Ms./Messrs \_\_\_\_\_  
\_\_\_\_\_(Name and  
Address)

Yours faithfully,

Signature :

Name & Designation :

**Note: In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.**



ANNEXURE-V

**Proforma of Undertaking -**

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT  
DOWNLOADED

To

The Chief Mechanical Engineer ,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Sir,

I/We.....  
.....

.....do hereby confirm that no changes have been made in the tender  
document downloaded and submitted by us for the **TENDER No.** D/T-14/14 Seater  
passenger vehicle/2020 dated 22.10.2020

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-VI

**Proforma of Undertaking -That the bidder has not been debarred from Cochin Port Trust or any Government, Semi-Government/ reputed organizations**

To

The Chief Mechanical Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

We/I.....  
.....

.....do hereby declare that we/I have not been debarred from participating in tenders by Cochin Port Trust or any Government, Semi-Government/ reputed organizations .

Yours faithfully,

Signature :

Name & Designation :

ANNEXURE-VII

**Proforma of declaration that the firm will be able to supply commercially registered vehicle newly registered on or after 01.01.2018**

To

The Chief Mechanical Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Sir,

We/I.....

.....

.....do hereby declare that we/I will be able to supply commercially registered vehicle, Newly registered on or after 01.01.2018 .

Yours faithfully,

Signature :

Name & Designation :

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE/  
SECURITY DEPOSIT**

*(To be executed on non-judicial Stamp Paper of appropriate value)*

In consideration of the Board of Trustees of the Port of Cochin incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of Cochin, its successors and assigns) having agreed to exempt M/s. .... (hereinafter called the "Contractor") from the demand under the terms and conditions of the Contract, vide Chief Mechanical Engineer's letter No. ....dt.... made between the Contractors and the Board for execution of Contract for dry Leasing of One number Commercially registered (Brand New vehicle registered on or after 01-01-2018) 14 Seater diesel vehicle for one year as per the terms and conditions of the Tender No. D/ICE/T-14/14 Seater passenger vehicle/2020 dated 20.10.2020 (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs...../-(Rupees ..... only) only we, the (Name of the Bank and Address) \_\_\_\_\_

(hereinafter

referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs.....(Rupees ..... only) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_(Name of Bank)\_\_\_\_\_, (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs.....(Rupees ..... only).

3. We, \_\_\_\_\_(Name of Bank and Branch)\_\_\_\_\_, undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_(Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_(Name of Bank and Branch) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Kochi, Kerala would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_(Name of Bank and Branch) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. ....(Rupees ..... only).

b) this Bank Guarantee shall be valid upto ..... and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee).”

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

## ANNEXURE-VIII

### AGREEMENT No...of .....

This agreement is made at Cochin on the .... day of ..... BETWEEN M/s. ....having its office at .....represented by its Managing Director, Sri. .... aged .... years, S/o Sri. .... Adress....., ..... village, ..... Taluk, ..... District, (hereinafter referred to as the “CONTRACTOR” which expression shall include his successors, assignees, representatives and administrators) of the one part AND the Board of Trustees of the Port of Cochin, a body corporate under the Major Port Trusts Act 1963, having its office at Willingdon Island, Cochin-682009, represented by its Chief Mechanical Engineer, Sri.....,aged ..... years,S/o,Sri ..... residing at address..... (herein after referred to as the “EMPLOYER” which expression shall include their successors, assignees and administrators in the office) of the other part.

WHEREAS pursuant to the Notice Inviting Tender issued by the Employer, the tender submitted by the Contractor has been accepted by the Employer and the Employer has agreed to award the contract for hiring of one number 14 seater Passenger Vehicle with driver and fuel for two years extendable by one year at the discretion of Employer as per the Terms and Conditions of the Notice Inviting Tender No. D/T-14/14 Seater passenger vehicle/2020 dated 22.10.2020, General Conditions of Contract and the rates specified in the Schedules appended.

#### (1). Schedule

Supply of one No. 14 seater Passenger Vehicle with driver and fuel (Registered on or after 01-01-2018) on hire basis

Daily usage of vehicle -24 hrs.

Monthly Hire charges -Rs...../-+ GST

Minimum assured usage of vehicle: 4000 kms per month

Rate per kilometer payable beyond 4000 kms. –**Additional payment per Km. will be paid extra as follows.**

**Rate quoted per month/4000Kms plus applicable GST.**

.....

For M/s .....

Chief Mechanical Engineer

Managing Director/Proprietor

Cochin Port Trust.

Contd....2

The following documents shall be deemed to form and be read and construed as part of this agreement viz:

- 1.
- 2.
- 3.
- 4.
- 5.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows:

1. The Contractor agrees and guarantees the supply of the above said 1 No. 14 seater Passenger with Diver and fuel for 24 hours on hire basis for the use CISF personnel deployed in Puthuvypeen LNG area as per the terms and conditions stipulated in the tender documents.
2. The Contractor shall always put into use vehicle which has newly registered on or after 01.01.2018.
3. The successful bidder shall furnish a Security Deposit of 10% of the contract value calculated for two years of which 5% (Rs.....) will be in the form of Bank Guarantee from the Nationalized/Scheduled Bank having branches in Cochin and 5% (Rs.....) will be deducted from the running account bills.
4. This Agreement will remain valid initially for a period of two years from ....., 20.... to .....20.... extendable by one year at the discretion of the Employer, after which date, the agreement will automatically stand terminated by the efflux of time. However, the Employer may terminate this agreement without assigning any reasons at any time upon providing 45 days written notice to the Contractor.
5. The Contractor shall comply with all the terms and conditions of Tender Documents contained which are part and parcel of this agreement and forming integral part of this agreement and in the event of a conflict between the parties in connection with hiring of vehicles, the terms of this agreement shall prevail.

For M/s .....  
Managing Director/Proprietor

Chief Mechanical Engineer  
Cochin Port Trust.



6. If the contractor fails to provide the vehicle to the Employer, the Employer shall have the right to terminate the contract in whole or part, as the case may be .
7. The Contractor shall provide the vehicles registered for commercial purpose only and having valid insurance, updated tax remittance and all the other certificates necessary for the operation of the vehicles as per the prevailing laws. The applicable charges in this regard shall be paid by the Contractor.
8. In case of accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor and the Employer shall have no liability whatsoever.
9. The contractor is liable for any legal dispute/cases/claim that have arisen or may arise during the currency of the agreement in respect of vehicles provided by the Contractor. The Employer will not be liable for any loss, damages, etc., suffered / to be suffered by the contractor or third party, as the case may be. The Contractor shall indemnify the CoPT and its officials from any of the third party claims.
10. The Contractor shall also be liable for payment of penalties etc. related to, traffic, other criminal offences etc. arising out of or concerning the use of the vehicle during the hire period and the Contractor accordingly indemnifies the Employer against all such liability.
- 10 (a) The Contractor shall obey/observe the Employees compensation act/contract labour (Regulation & Abolition) Act or other statutory requirement, if any, if applicable when working for the Employer
11. In witness whereof Sri. ...., Managing Director of M/s. .... hereunto set his hand and seal and on behalf of the Board of Trustees of the Port of Cochin, represented by its Chief Mechanical Engineer, Sri. .... has set his hand and common seal of the Board of Trustees of the Port of Cochin, hereunto affixed the day, month and year first written above.

Signed, sealed and delivered by

Managing Director/Proprietor M/s. ....

Signature of Contractor

For M/s.....

Managing Director/Proprietor

Signed and affixed seal in the presence of

1.

2.

Signed, Sealed and delivered by the

Chief Mechanical Engineer

Chief Mechanical Engineer Cochin Port Trust on  
behalf of the Board of Trustees of Port of Cochin.

Cochin Port Trust

Signed and affixed the common seal of  
the Board of Trustees of the Port of Cochin,  
in the presence of

1.

2.